



City of Galveston

INVITATION TO BID

Bid Reference Number: 17-028

Project Title: Safety Footwear

Bid Closing Date: 10:00 A.M.(CST), Thursday, June 8, 2017

Original and one (1) copy and one media source required.

No bids submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Invitation to Bid

1. Introduction

- A. Project Overview: The City of Galveston is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix I– Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. ITB Clarifications: All questions related to requirements or processes of this ITB should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix I – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA submit with the bid packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

2. **Contact Information**

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. **General Information**

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All bidders are hereby put on notice that if the Bidder is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

4. **ITB Withdrawals and/or Amendments**

- A. **ITB Withdrawal:** The City reserves the right to withdraw this ITB for any reason.
- B. **ITB Amendments:** The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have notified the Purchasing Department of their intent to bid, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. **Bid Submittal Requirements**

- A. **Submittal Packet – How to submit:** All bids must be submitted in person or by mail at the addresses in Section 2, above. No bids will be accepted electronically, either by fax or email. Bids submitted electronically will be marked non-responsive. Bids shall be sealed and marked clearly with the bid number, bid name, closing date and time, on the outside of the package or envelope. Unidentifiable bids will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this bid are considered part of the bid package. **Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the above will be considered non-responsive. A bid requires an Original signed document, copies, and a media source. Please mark the bids "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or bid will be marked "Non-responsive". Offerors must submit their bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the title of the bid and on page 9 (nine) of Appendix A-Bid. It is the Offeror's responsibility to have the Bid Documents correctly submitted by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Work. The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the bid. The City only accepts bids that are hand delivered or by mail, to the addresses in Section 2 of the bid documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding bids must be addressed to the Purchasing Department at purchasing@galvestontx.gov. The subject line must read "**Bid 17-028 Safety Footwear**". The question deadline will be addressed in Appendix I-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in Appendix I-Scope of Work.
- I. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. During the evaluation process the City may initiate discussions with vendors. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this bid, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this bid shall be coordinated by the City of Galveston Purchasing Department. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest. The City Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):
- i. the purchase price;
 - ii. the reputation of the bidder's goods or services;
 - iii. the quality of the bidder's goods or services;
 - iv. the extent to which the goods or services meet the municipality's needs;
 - v. the bidder's past relationship with the municipality;
 - vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
 - vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.
- C. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, the City alone will determine whether the variance is so significant as to render the Bid non-responsive.
- D. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in Appendix I – Scope of Services or Appendix A – Bid, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.

- F. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- H. No Commitment: The Invitation to Bid does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective bidder/proposer who is allegedly involved with the solicitation or award of bid/proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Bid Response: If only one proposal or bid is received in response to the Request for Proposals/Bids, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its

performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:

- i) The successful bidder fails to perform in accordance with the provisions of these specifications; or
- ii) The successful bidder violates any of the provisions of these specifications; or
- iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
- iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
- v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful bidder seven (7) days written notice of such termination. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible bidder and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible bidder.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – F (pages 20 through 25) all forms must be complete and included in the bid submittal.

Appendix I & J (pages 28 through 32) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.			
ITB Number:	17-028		
Project Title:	Safety Footwear		
Submittal Deadline:	June 8, 2017 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 779, Galveston, Texas 77553			
<u>Bidder Information:</u>			
Bidder's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Bidder Authorization</u>			
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____(day) of _____(month),_____(year)			

I learned of this Invitation to Bid by the following means:

- | | |
|---|---|
| <input type="checkbox"/> Newspaper Advertisement
<input type="checkbox"/> Galveston Website
<input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> City E-mail Notification
<input type="checkbox"/> Cold Call to City
<input type="checkbox"/> Other |
|---|---|

Appendix A – Bid Document (continued)

I. ***REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix I. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Bidder's Experience / Staff**

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;
- State the number of years' experience the business has: ____; and the number of employees: ____.
- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

8. Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for thirty-six months upon execution by the City of Galveston. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

- C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the City's Fiscal Year which begins in October and ends the following September. (example: FY 2017 October 1, 2016 – September 30, 2017)

FIRST ADDITIONAL YEAR (FY 2018) ESCALATION ____%

SECOND ADDITIONAL YEAR (FY 2019) ESCALATION..... ____%

THIRD ADDITIONAL YEAR (FY 2020) ESCALATION ____%

FOURTH ADDITIONAL YEAR (FY 2021) ESCALATION ____%

9. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS ITB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID.

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives,

takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
 - (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
 - (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
 - (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
 - (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance

payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or ITB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).
- I. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix I) as City may require, naming the City of Galveston as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

- C. Bond Requirements: Prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**

Date
Received

1. Name of person who has a business relationship with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix C – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix D – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Bidder or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by
blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

Appendix F – Document 00435

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.

Appendix G – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix H – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

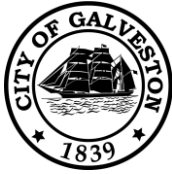
If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style.

Michael W. Loftin
Assistant City Manager – Finance

Appendix H – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____
Financial Institute Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

Signature

Company Name: _____
Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix I – Scope of Work

1. **Project Title: Bid 17-028 Safety Footwear.**

2. **Scope of Work Contact**

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. **Special Conditions**

No bid bond is required for this bid.

4. **Bid Evaluation Factors – Best Value for the City of Galveston.**

Factor
Price
Vendor Past Performance
Location of the Vendor
Meets Specifications

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

Bid Release Date	May 15, 2017
Deadline for Submittal of Written Questions	May 31, 2017 @ 2:00 p.m. CST
Sealed Bids Due to and Opened by City	June 8, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	June 12, 2017
Anticipated Award Date	June, 2017

7. **Scope of Services**

A. GENERAL INFORMATION

The City of Galveston is soliciting sealed bids for the purchase of **Safety Footwear** for employees in various City Departments. The intent of this bid is to establish an agreement with qualified suppliers for this product to be delivered to the City (see Attachment B) for delivery locations), whenever ordered during a twelve month period. The City of Galveston reserves the right to award to multiple suppliers if it is in the City's best interest and to fulfill the needs of the user departments.

B. ESTIMATED ANNUAL QUANTITIES

City employees are eligible for two (2) pairs of safety footwear in each fiscal year period (October 1 through September 30), if necessary. The City of Galveston pays up to \$100.00 per pair of safety footwear; the employee is responsible for any additional cost.

Approximately 250 employees purchase safety footwear. The quantities to be purchased are an estimate only. The City of Galveston does not guarantee the purchase of a minimum number of pairs of safety footwear in any fiscal year.

C. PRICING AND DELIVERY

Pricing should be all inclusive of delivery charges and incidentals for each pair of footwear. Use the Bid Form (Attachment A) for style numbers, description, rating, and unit pricing. (Item number 1 on the Bid Form is an example of the information that should be included; do not include pricing for that item.) Suppliers should price a variety of styles suitable to the standards listed in the scope of work.

Delivery should be made within twenty-one (21) days of order. See Attachment B – Delivery Locations for a list of City addresses. The list is subject to change and may not include all locations.

D. SIZE AND FIT

The successful Bidder, if requested by the City, will be responsible for measuring each employee at a City site (at no additional cost to the City) to ensure a proper fit. Samples should be available up request, in a variety of sizes, at no cost to the City.

The successful Bidder can meet this requirement by:

1. Coming to the City at a requested site with a van or other mobile vehicle with product ready to sell.

Does your firm use a mobile van to fit and sell your product?

[] Yes; [] No.

2. By having a location for sizing and fitting employees that is within 20 driving miles from the City's jurisdictional limits.

Closest Store Location to the City:

Street Address: _____

City: _____

E. REJECTIONS

Any footwear item which fails to meet specifications as to material, workmanship, or proper fit is subject to rejection. Special attention will be paid to stitching, cut of material, and overall quality. Any footwear which contains broken, crooked, or loose stitching or in other ways does not represent proper material or workmanship will not be acceptable. Footwear that is unacceptable will be returned to the Supplier at the Supplier's expense.

F. GUARANTEE

All items quoted in this bid must be guaranteed for a minimum period of one year from the date of purchase against defects in materials and workmanship. Please provide manufacturer warranties for each brand included on the Bid Form.

G. SIZES

Available sizes range from Men's 7 thru 15 with widths B, D, E, EE, EEE and H. Women's sizes from 6 thru 10 with widths B, D and EE.

If any of the extended sizes require an additional cost include pricing on the Bid Form (Attachment A).

H. MINIMUM PROTECTION FOR SAFETY FOOTWEAR

Safety footwear shall meet Occupation Safety and Health Administration standards, 29 CFR, part 1910, Occupation Safety and Health Standards, subpart I, Personal Protective Equipment, 1910.136, Foot protection.

For the purpose of this bid, all safety footwear shall meet ASTM F2413-05 and ASTM F2412-05, Impact 75, Compression 75 requirements.

See the OSHA and ASTM websites for additional information.

I. FOOTWEAR DESCRIPTIONS

City of Galveston employees who require safety footwear work in a variety of environments. The descriptions below reflect the standards listed above as well as the standards of the City of Galveston:

1. Suitable for both genders;
2. Black in color;
3. Prefer a slip on boot;
4. Non-flammable and water proof;
5. Grip rubber sole;
6. Treated to resist chemicals and corrosives;
7. Prefer leather upper (if it is non-flammable and water proof);
8. Includes a steel or fiberglass shank for support;
9. Soles for all footwear shall be non-marking and oil and gas resistant;
10. Steel cap or other toe protection per ASTM standards ;
11. High cut; and
12. Puncture resistant.

ATTACHMENT A – BID FORM

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE (extended sizes – state the sizes that are applicable)	BROCHURE OR CATALOG INCLUDED? (YES OR No)
1.	Red Wing Style #: 2405 Men's 11" pull-on boot Mahogany Original leather Steel Toe Sole: Oil/Gas Resistant and Non-Marking Rating: ASTM F2413-05, M I/75 C/75, EH	DO NOT PRICE THIS ITEM – EXAMPLE ONLY	DO NOT PRICE THIS ITEM – EXAMPLE ONLY	DO NOT PRICE THIS ITEM – EXAMPLE ONLY
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	
8.		\$	\$	
9.		\$	\$	
10.		\$	\$	
11.		\$	\$	
12.		\$	\$	
13.		\$	\$	
14.		\$	\$	
15.		\$	\$	
16.		\$	\$	

ATTACHMENT B – DELIVERY LOCATIONS

Footwear will be delivered to all City of Galveston locations. These locations are as follows: (This list is not inclusive and is subject to change)

823 Rosenberg, Room 402	Engineering Division
402 30 th Street	Streets/Drainage Division & Parks Department
2801 Santa Fe Place	Traffic Division
5627 Harborside Drive	Sanitation Division
702 61 st Street	Recycling Division
3002 Ball	Construction Division
3002 Church	Water Supply Division
7915 Airport Blvd	Airport WWTP
5200 Port Industrial Blvd	Main WWTP
5700 Harborside Drive	Distribution/Collection Division
502 32 nd St	City Garage
3115 Market St	Island Transit